

1 SIDNEY J. COHEN, ESQ., State Bar No. 39023  
2 SIDNEY J. COHEN PROFESSIONAL CORPORATION  
3 427 Grand Avenue  
Oakland, CA 94610  
Telephone: (510) 893-6682  
Facsimile: (510) 893-9450

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5 Attorney for Plaintiff  
RICHARD SKAFF

6 UNITED STATES DISTRICT COURT  
7 NORTHERN DISTRICT OF CALIFORNIA

8 RICHARD SKAFF  
9 Plaintiff,

10 v.

11 SHELTER POINT EQUITIES, LTD;  
ROBATA GRILL  
12 AND SUSHI LIMITED  
PARTNERSHIP; and DOES 1-25,  
13 Inclusive,

14 Defendants.  
15 \_\_\_\_\_ /

CASE NO. C 08-01384 MHP  
Civil Rights

**STIPULATION AND ORDER  
FOR DISMISSAL OF THE INJUNCTIVE  
RELIEF ASPECT OF THE LAWSUIT ONLY**  
FRCP section 41 (a) (1) (ii)

16 Plaintiff Richard Skaff and defendants Shelter Point Equities, LTD and Robata Grill  
17 And Sushi Limited Partnership, by and through their attorneys of record, file this Stipulation of  
18 Dismissal pursuant to Federal Rule of Civil Procedure section 41 (a) (1) (ii).

19 Plaintiff filed this lawsuit on March 11, 2008.

20 Plaintiff and defendants have entered into a “Release And Settlement Agreement For  
21 Injunctive Relief Only” which settles the injunctive relief aspect of the lawsuit against all  
22 defendants. A copy of the “Release And Settlement Agreement For Injunctive Relief Only” is  
23 incorporated by reference herein as if set forth in full. Paragraph IID of the “ Release And  
24 Settlement Agreement For Injunctive Relief Only” states in part that “The Court shall retain  
25 jurisdiction to enforce the terms of this Settlement Agreement....” Plaintiff and defendants  
26 stipulate to the court retaining jurisdiction to enforce the “Release And Settlement Agreement  
27 For Injunctive Relief Only.”

28 Plaintiff moves to dismiss with prejudice the injunctive relief aspect of lawsuit against

1 defendants.

2 Defendants, who have answered the Complaint, agree to the dismissal of the injunctive  
3 relief aspect of the lawsuit with prejudice.

4 The damages and attorney's fees, litigation expenses, and costs aspects of the lawsuit  
5 have not been settled and are the subject of continuing litigation.

6 This case is not a class action, and no receiver has been appointed.

7 This Stipulation and Order may be signed in counterparts, and facsimile signatures shall  
8 be as valid and as binding as original signatures.

9 Wherefore, plaintiff and defendants, by and through their attorneys of record, so  
10 stipulate.

11 Date:12/24/08

SIDNEY J. COHEN  
PROFESSIONAL CORPORATION

13 /s/ Sidney J. Cohen

14 \_\_\_\_\_  
15 Sidney J. Cohen  
Attorney for Plaintiff Richard Skaff

16 Date:12/23/08

FLAXMAN & BLAKELY

17 /s/ Peter Flaxman

18 \_\_\_\_\_  
19 Peter Flaxman  
Attorney for Defendant  
Shelter Point Equities, LTD

20 Date:12/24/08

LIPPENBERGER, THOMPSON,  
WELCH, SOROKO, & GILBERT LLP

22 /s/ Carl Lippenberger

23 \_\_\_\_\_  
24 Carl Lippenberger  
Attorney for Defendant  
Robata Grill and Sushi Limited Partnership

25 PURSUANT TO STIPULATION OF THE PARTIES, IT IS SO ORDERED:

26 The injunctive relief aspect of the lawsuit against defendants is dismissed with  
27 prejudice. The Court shall retain jurisdiction to enforce the parties' "Release And  
28

1 Settlement Agreement For Injunctive Relief Only."The damages and attorney's fees, litigation  
2 expenses, and costs aspects of the lawsuit are the subject of continuing litigation.

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4 Date: 1/20/2009  
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